

Terms and Conditions CrossFit A4

Affoltern am Albis

Version dated January 1. 2024

1. Scope

These General Terms and Conditions apply to the use of the training facilities of CrossFit A4 Affoltern am Albis GmbH, in Affoltern am Albis.

2. Membership

1. Membership is personal and non-transferable.
2. The member acknowledges that a photograph will be taken for visual control purposes. The photograph is solely for visual control at CrossFit A4.
3. Participants must generally be 18 years old. CrossFit A4 reserves the right to allow minors to train on a case-by-case basis. In such cases, the consent of the legal guardians must be provided or presented when signing the subscription contract/registering for a trial training/buying a subscription
4. Memberships concluded online (via the ZenPlanner application or any other application used by CrossFit A4) are considered legally valid.

3. Duty to Inform

Members are obliged to notify CrossFit A4 of any changes to contract-relevant data (e.g., name, address, email) within 14 days.

4. Photos/Videos

1. Photos and/or videos may be taken during classes and the use of CrossFit A4.
2. Members grant CrossFit A4 all rights arising from their participation (copyright usage rights, performance protection rights, and other rights) indefinitely, globally, and without content restrictions. If not desired, the customer must expressly inform the staff before the class or visit to CrossFit A4. In this case, it will be ensured that they are not included in the footage.

3. Photos/videos can only be published on the following channels: the website <http://www.crossfita4.ch> and official social media channels of CrossFit A4, e.g., <http://instagram.com/crossfita4>.

5. Offer

1. The offer is based on the paid tariff type.
2. Additional offerings such as seminars, workshops, etc., are not necessarily included in the offer and must be additionally purchased if needed.
3. Payment for consumption is made on-site directly using TWINT QR codes.
4. CrossFit A4 provides members with available training facilities and equipment included in the paid tariff type for non-exclusive use during regular opening hours. CrossFit A4 expressly reserves the right to change the location, operating hours, and equipment of the facilities.
5. CrossFit A4 offers various fitness courses with limited participation slots. CrossFit A4 expressly reserves the right to make changes to the class schedule at any time.
6. The offer can change at any time, and no claim for reimbursement or extension of membership can be derived.

6. Terms and Conditions, Instructions

1. Members commit to complying with the terms and conditions and following the instructions of the staff.
2. Members and third parties are prohibited from offering goods or services in the facilities of CrossFit A4, either for remuneration or free of charge, without explicit written authorization from CrossFit A4.

7. Payment

1. The membership fee must be paid within 10 days of contract conclusion or renewal.
2. The membership fee is determined by the currently valid price list (www.crossfita4.ch). Without received payment within 10 days, access authorization is not granted. Compensation is independent of the actual use of the offer.

3. Interval payment: For a membership contract with interval payment, the membership fee must be paid before the start of each interval, no later than 10 days after the start of the next interval.

8. Liability

1. The use of CrossFit A4's facilities and equipment is at the member's own risk. CrossFit A4 and its staff disclaim any liability for damages resulting from accidents, injuries, or illnesses. Members are responsible for obtaining insurance. Members are aware that physical training involves an increased risk of injury. Their training with us is done with full knowledge and at their own risk. They expressly waive any liability claims arising from potential health or medical problems resulting from training.
2. CrossFit A4 is not liable for the loss of effects, valuables, money, clothes, etc. Also excluded is any liability for items left on-site.
3. Members are responsible for willful damages to training facilities/equipment and infrastructure.

9. Opening Hours

1. Available training facilities and equipment are available to members daily during designated operating hours, except on legal holidays and for revision, cleaning, remodeling, renovation, etc.
2. Locations, operating hours, and equipment of CrossFit A4 facilities, as well as the class offering, can change at any time.
3. Temporary or definitive closure or partial closure of one or more areas remains reserved at all times.
4. No claim for reimbursement for prepaid contributions or extension of the contract duration arises from a cessation of operations (due to revisions, maintenance or construction work, special events) or due to force majeure (e.g., fire, epidemics, pandemics, government restrictions, strikes) and/or decrees or other actions by government authorities.

10. Cancellation & Punctuality

1. Missed or not canceled appointments in a timely manner will be invoiced. Exceptions are medically confirmed illness or accidents. Unused services do not entitle a

reduction of owed payments or the refund of payments made or the incurred payment obligation.

2. CrossFit A4 reserves the right to consider unattended or inadequately canceled appointments as attended and will deduct them from the subscription, including a fee (CHF 5.- for a late cancellation and CHF 10.- for a no-show without prior cancellation). If the agreed-upon appointments cannot be kept, we request an early cancellation (5 hours in advance for classes and 24 hours in advance for private sessions, such as personal training). Morning classes (05:00-08:00 AM) must be registered and canceled at the latest by 9:00 PM on the previous evening.
3. Fees will be used for the annual New Year's brunch. If there are surpluses, these will be donated to a charitable organization.
4. With more than 15 minutes of delay, the coach may deny access to the booked class for safety reasons (insufficient warm-up).

11. Usage and Suspension (Timestop/Credit)

1. Non-use of CrossFit A4 or classes does not entitle a reduction or refund of the membership fee.
2. A Timestop/Credit is granted for professional stays abroad, holidays, illness, accidents, pregnancy, as well as military and civil service for the following subscriptions:
 - For a 6-month subscription, a maximum of 1 Timestop is allowed.
 - For a 12-month subscription, a maximum of 2 Timestops are allowed.
3. A Timestop lasts a minimum of 2 weeks and a maximum of 3 months in a row. A Timestop is not applicable to existing Timestops/credits.
4. The Timestop must be submitted with corresponding confirmation/certificate. The Timestop must be requested retroactively in the first month after the return. Requests submitted at a later date cannot be considered.
5. For illness, accidents, and pregnancy, a Timestop/Credit is granted according to medical certificates without restrictions. This is not applicable to an existing credit.
6. For military service, a credit is granted according to the marching order. This is also not applicable to an existing credit.
7. Contributions for interval contracts must be paid during Timestop.

8. If an abusive contract interruption is detected or suspected, CrossFit Box reserves the right to terminate the membership contract immediately and without a refund of the membership fee.

12. House Rules

1. Parking on foreign parking spaces is strictly prohibited.
2. Entering the training areas must always be done in fresh, clean workout clothing and not in street clothes. Street or outdoor training shoes are not tolerated in the gym.
3. Leave the training area as you found it. Clean any stains on the floor, disinfect the equipment, and return the material to its original place.
4. Respect other participants and the trainers who conduct the lessons.
5. For safety reasons, children who are not attending a class are not allowed on the training areas.
6. Adherence to the Open Gym usage rules, which are published via the website or any other application which is being used by CrossFit A4.

13. Violations

Serious or repeated violations of the terms and conditions or instructions from staff may result in a ban from the premises. There is no entitlement to a refund of the membership fee.

14. Contract Duration

1. The contract duration is determined by the agreement and takes effect upon conclusion (online or on-site) by the member.
2. The membership contract automatically expires without cancellation after the respective contract duration (1, 3, 6, or 12 months).
3. Contract termination can only be granted in hardship cases, such as prolonged illness, accidents, or definitive change of domicile, with no guaranteed entitlement. The membership contract, along with a written request and necessary confirmations such as medical certificate, employer confirmation, proof of residence, etc., must be submitted to CrossFit A4. Any refund will be pro-rata, minus CHF 30.- for administrative expenses.

15. Surveillance

The member acknowledges and agrees that certain areas in the facilities of CrossFit A4 are monitored by cameras to ensure Qualicert certification and for safety and security reasons. Changing rooms and sanitary facilities are not monitored by cameras.

16. Data Protection

1. To protect the privacy of customers and employees, applicable data protection regulations are observed, particularly regarding sensitive personal data or personality profiles.
2. The company respects the right to privacy. However, it is noted that personal data of the member arising from membership documents or membership execution will be stored as necessary. Since the company relies on the services of third-party providers, personal data of the member may be disclosed to third parties. The company assumes no responsibility or liability for any data processing by third-party providers.

17. Changes to Terms and Conditions

The member expressly acknowledges that changes to the General Terms and Conditions are reserved and will be communicated to them in an appropriate form (when purchasing a subscription, these will be presented for signature). If the member rejects these changes in writing within 30 calendar days, the old terms and conditions will continue to apply until the end of the contract duration.

18. Severability Clause

Should a provision of these terms and conditions be invalid, void, or otherwise unenforceable, this shall not affect the validity of the remaining provisions. In the event of the invalidity of a provision, it shall be replaced by an effective provision that comes closest to the purpose of the invalid provision. The same applies if a gap becomes apparent.

19. Applicable Law and Jurisdiction

All legal relationships arising from this contract are subject to Swiss law. The place of jurisdiction is Zurich.